



Rec'd ~~PTO~~ 01 JUL 2005
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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Applicant: Edward J. McCrink; Davor Raos
Application No.: 10/519,910
Filing date: December 30, 2004
Title: SEAM WELDED AIR HARDENABLE
STEEL TUBING

**SUBMISSION OF COMPLAINT FILED IN
STATE COURT**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Edward J. McCrink and Davor Raos are identified as the inventor's of the above-identified Patent Application.

At all relevant times, both inventor's McCrink and Raos were employees of the company KVA, Inc. during development of the above-identified Application. Mr. McCrink has assigned any and all rights to the invention to KVA, Inc. Meanwhile, even though all involvement by Mr. Raos in connection with the present invention was in the course of his employment, Mr. Raos has refused to assign the Patent Application to KVA, Inc. Accordingly, KVA, Inc. has initiated a lawsuit in the Superior Court in San Diego, California in an effort to force Mr. Raos' assignment of the pending Application to KVA, Inc. A copy of the Complaint is attached herewith.

It is hoped that this matter can be resolved quickly. However, in the meantime, the Examiner is hereby informed of this lawsuit in order to insure that Mr. Raos does not take any action which would be detrimental to the prosecution of the present application or detrimental to KVA, Inc.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David G. Duckworth". The signature is fluid and cursive, with a large initial "D" and a stylized "G".

David G. Duckworth
Registration No. 39,516

SUMMONS
(CITACIÓN JUDICIAL)

SUM-100

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

DAVID RASS, an individual; and DOES 1 through 50,
Inclusive



YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

KVA, INC., a Nevada corporation

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

COPY

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

SAN DIEGO COUNTY SUPERIOR COURT
NORTH COUNTY DIVISION
325 S. Melrose Drive
Vista, California 92083
VISTA REGIONAL CENTER

CASE NUMBER:
(Número del Caso):

GIND45000

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

J. Scott Russo, Bar No. 155631

(949) 955-1177 Fax: 833-2067

DUBIA, ERICKSON, TENERELLI & RUSSO, LLP

2 Park Plaza, Suite 300

Irvine, California 92614

s/ B. Sherman

DATE:

(Fecha) **JUN 15 2005**

Clerk, by _____

(Secretario)

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

[SEAL]



DUBIA, ERICKSON, TENERELLI & RUSSO, LLP
J. Scott Russo/Bar No. 155631
Andrew R. Nelson/Bar No. 214895
2 Park Plaza, Suite 300
Irvine, CA 92614-8513
(949) 955-1177

FILED
NORTH COUNTY DIVISION
05 JUN 15 AM 11:13
(13)
CLERK - SUPERIOR COURT
SAN DIEGO COUNTY, CA

DRUMMOND & DUCKWORTH
David G. Duckworth/Bar No. 170022
5000 Birch Street, Suite 440 East Tower
Newport Beach, CA 92660-2127
(949) 724-1255

Attorneys for Plaintiff
KVA, INC.

SUPERIOR COURT OF CALIFORNIA

COPY

COUNTY OF SAN DIEGO, NORTH COUNTY DIVISION, VISTA REGIONAL

KVA, INC., a Nevada corporation,

Plaintiffs,

vs.

DAVOR RAOS, an individual; and DOES 1
through 50 inclusive,

Defendants.

Case No.:

GIN045000

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF**

For causes of action against Defendant Davor Raos, an individual ("RAOS"), and
DOES 1 through 50, inclusive (collectively "Defendants"), Plaintiff KVA, Inc. ("KVA") alleges
as follows:

1. Plaintiff KVA is a Nevada corporation and is authorized to do business in
the State of California, with its principal place of business in the City of Rancho Santa Fe,
County of San Diego, California.

2. KVA is informed and believes, and based thereon alleges, that RAOS is an

individual, and at all times mentioned herein, was an individual and resident of the City of Vista, County of San Diego, California.

3. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants named herein as DOES 1 through 50, inclusive, are unknown to KVA and KVA therefore sues such Defendants by such fictitious names. KVA will amend this Complaint to show the true and capacities when the same have been ascertained. KVA is informed and believes, and based thereon alleges, that each of the Defendants designated as a DOE is responsible in some manner for the acts alleged herein and thereby approximately caused injuries and damages to KVA as herein alleged.

4. KVA is informed and believes, and based thereon alleges, that, at all times mentioned herein, each of the Defendants were, and now are, the agent, servant, employee, representative, and alter ego of each of the remaining Defendants, and in doing the things hereinafter alleged were acting within the scope of its or his authority of such agent, servant, employee, representative, and alter ego with permission and consent of the remaining Defendants.

FIRST CAUSE OF ACTION

(For Declaratory Relief)

(Against All Defendants)

5. KVA realleges and incorporates by reference the allegations of paragraphs 1 through 4 above as if fully set forth herein.

6. KVA was formed in 1991 by Edward McCrink ("McCrink"), a resident of the County of San Diego. McCrink has been President of KVA since its formation. McCrink has for many years been in the business of the manufacture and sale of steel and steel products. KVA was formed by McCrink to conceive, develop, perfect and sell inventions in the field of steel-related products. Since at least 1994, based on McCrink's concepts, KVA has been developing and perfecting welding processes for certain types of steel where no such welding process existed. KVA has further developed and perfected processes for the application of steel. KVA has expended large sums of money in developing and perfecting the welding and

1 application processes. The welding and application processes developed and perfected by KVA
2 will permit the welding of, and use of, certain types of steel for many industries where such steel
3 could not otherwise be used. The welding and application processes are generally described as
4 follows: (1) Seam Welded Air Hardenable Steel Tubing (the current subject of United States
5 Patent Application No. 10/519,910); (2) Dual Seam-Welded Air Hardenable Steel Tubing and
6 Structural Members; and (3) Skinned Structures of Air Hardenable Steel (the current subject of
7 United States Patent Application No. 10/521,426) (collectively, the "Inventions"). McCrink has
8 assigned his personal rights to the Inventions to KVA.

9 7. In or about 1994, KVA and RAOS entered into an oral contract of
10 employment by which KVA agreed to employ RAOS for work to be performed at KVA's
11 research facility located in San Diego, California for an indefinite term, with RAOS to be paid
12 for his time as his needs arose, and with KVA to reimburse RAOS for any expenses necessarily
13 incurred. RAOS' duties were, among other things, to design, supervise and test products to be
14 sold by KVA, to work with suppliers, and to work with KVA's patent attorneys to secure proper
15 protection for KVA's rights in the Inventions, including developments and designs made by
16 RAOS in the scope of his employment. RAOS' employment with KVA was not limited to
17 specific hours of work, and he was expected to and did do work for KVA in the evening and on
18 weekends, both at and away from KVA's premises. Since 1994, and until the filing of this
19 Complaint, RAOS has been employed by KVA and performed the aforementioned duties.

20 8. Prior to his contract of employment with KVA, RAOS did not know any of
21 the trade secrets of McCrink and KVA, and implied conditions of his employment were that (i)
22 RAOS would not use information so gained for his own use or benefit during or after
23 employment; (ii) all Inventions belonged to KVA; (iii) any and all patents and applications with
24 reference to such Inventions belonged to KVA; (iv) any and all new products related to the steel
25 application and processes that might be conceived or designed by RAOS during the period of his
26 employment with KVA (including all notes, drawings or specifications of or relating to the
27 same) should be fully disclosed by RAOS to KVA and should belong to, and become the
28 property of, KVA; and (v) RAOS should not at any time use the same for his own benefit or for

1 the benefit of any person or entity other than KVA. It was also understood that RAOS would
2 take steps necessary and appropriate, including the execution of appropriate documents, to apply
3 for and obtain patents on patentable inventions made by him in connection with any of the
4 aforesaid matters, and to assign his applications for such patents to KVA.

5 9. The implied conditions of RAOS' employment with KVA as aforesaid
6 applied to work done by him at his home in the evening hours, and on weekends, holidays and
7 vacations.

8 10. During the time and scope of RAOS' employment with KVA, the Inventions
9 were developed and perfected, and the aforementioned patent applications for the Inventions
10 were filed by patent attorneys ultimately paid for by KVA. However, RAOS caused the patent
11 applications for the Inventions to be filed so that RAOS, and not KVA, is identified as either an
12 owner or the co-owner of each of the Inventions and patent applications.

13 11. KVA is informed and believes, and on that basis alleges, that RAOS refused,
14 and continues to refuse, to execute assignments of the patent applications for the Inventions to
15 KVA.

16 12. An actual controversy has arisen and now exists between KVA and
17 Defendants with respect to the ownership of the Inventions and corresponding patent
18 applications. KVA contends that it is the exclusive rightful owner of the Inventions and
19 corresponding patent applications, and that Defendants have no ownership interest in the
20 Inventions or patent applications. KVA is informed and believes, and based thereon alleges, that
21 Defendants contend that they are either the owner or co-owners of the Inventions and
22 corresponding patent applications and patents, if and when issued.

23 13. As long as Defendants assert an ownership interest in the Inventions and
24 corresponding patent applications, KVA is unable to market, sell or license the Inventions.

25 14. KVA requests a judicial determination as to the rights and obligations of the
26 parties and, specifically, a judicial determination that KVA is the exclusive owner of the
27 Inventions and the corresponding patent applications and patents, if and when issued.

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1 21. An actual controversy now exists between KVA and Defendants as to the
2 existence of any agreement between Defendants and KVA for Defendants' for Defendants'
3 acquiring an interest in KVA, and the terms of that agreement. KVA contends that, to the extent
4 there were any discussions between McCrink and RAOS about RAOS acquiring an interest in
5 KVA in the future, there was no agreement reached, there was no meeting of the minds, and
6 there were no terms discussed or agreed upon such that a Court in law or equity could enforce
7 the alleged agreement. KVA is informed and believes, and based thereon alleges, that RAOS
8 contends that he has an enforceable agreement with KVA for an ownership interest in KVA,
9 although KVA has no knowledge of RAOS' contentions about the terms of the alleged
10 agreement.

11 22. KVA requests a judicial determination as to the rights and obligations of the
12 parties as to the alleged agreement and, specifically, a judicial determination that Defendants
13 have no interest in KVA and no enforceable agreement to acquire an interest in KVA.

14
15 WHEREFORE, KVA prays for judgment against Defendants, and each of them,
16 as follows:

17 **ON THE FIRST CAUSE OF ACTION**

18 1. For a judicial determination as to the rights and obligations of the parties
19 and, specifically, a judicial determination that KVA is the exclusive owner of the Inventions and
20 the corresponding patent applications, and patents if and when issued;

21 **ON THE SECOND CAUSE OF ACTION**

22 2. For a mandatory injunction that Defendants must execute a written
23 assignment assigning all rights and interest in the Inventions, corresponding patent applications,
24 and any resulting patent issued to KVA;

25 3. For a mandatory injunction that Defendants must assist KVA in obtaining
26 patents on any patentable invention;

27 **ON THE THIRD CAUSE OF ACTION**

28 4. For a judicial determination as to the rights and obligations of the parties

1 as to the alleged agreement and, specifically, a judicial determination that Defendants have no
2 interest in KVA and no enforceable agreement to acquire an interest in KVA;

3 ON ALL CAUSES OF ACTION

4 5. For costs of suit incurred herein; and

5 6. For such other and further relief as the court deems proper.

6
7 DATED: June 14, 2005

DUBIA, ERICKSON, TENERELLI & RUSSO, LLP

8
9 By: _____

J. Scott Russo
Attorneys for Plaintiff
KVA, INC.

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14 29901.02/Complaint(Revised 6-10).doc
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

INDEPENDENT CALENDAR CLERK

325 S. Melrose

Vista, CA 92081



TO:

KVA INC

Plaintiff(s)

vs.

DAVOR RAOS

Defendant(s)

Case No.: GIN045000

**STIPULATION TO USE OF
ALTERNATIVE DISPUTE
RESOLUTION PROCESS**

(CRC 1590.1)

Judge: MICHAEL B. ORFIELD

Department: 28

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution process. Selection of any of these options will not delay any case management time-lines.

- | | |
|---|---|
| <input type="checkbox"/> Court-Referred Mediation Program | <input type="checkbox"/> Court-Ordered Nonbinding Arbitration
(Cases valued at \$50,000 or less) |
| <input type="checkbox"/> Private Neutral Evaluation | <input type="checkbox"/> Court-Ordered Binding Arbitration (Stipulated) |
| <input type="checkbox"/> Private Mini-Trial | <input type="checkbox"/> Private Reference to General Referee |
| <input type="checkbox"/> Private Summary Jury Trial | <input type="checkbox"/> Private Reference to Judge |
| <input type="checkbox"/> Private Settlement Conference With Private Neutral | <input type="checkbox"/> Private Binding Arbitration |
| <input type="checkbox"/> Other (specify): _____ | |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate: (mediation & arbitration only) _____

Date: _____ Date: _____

Name of Plaintiff _____ Name of Defendant _____

Signature _____ Signature _____

Name of Plaintiff's Attorney _____ Name of Defendant's Attorney _____

Signature _____ Signature _____

(Attach another sheet if additional names are necessary). It is the duty of the parties to notify the court of any settlement pursuant to California Rules of Court, Rule 225. Upon notification of the settlement the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court and all unserved, non-appearing or actions by named parties are dismissed.

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT



NOTICE TO LITIGANTS/ADR INFORMATION PACKAGE

You are required to serve a copy of this Notice to Litigants/ADR Information Package and a copy of the blank Stipulation to Use of Alternate Dispute Resolution Process (received from the Civil Business Office at the time of filing) with a copy of the Summons and Complaint on all defendants in accordance with San Diego Superior Court Rule 2.5, Division II and CRC Rule 201.9.

ADR POLICY

It is the policy of the San Diego Superior Court to strongly support the use of Alternative Dispute Resolution ("ADR") in all general civil cases. The court has long recognized the value of early case management intervention and the use of alternative dispute resolution options for amenable and eligible cases. The use of ADR will be discussed at all Case Management Conferences. It is the court's expectation that litigants will utilize some form of ADR – i.e. the court's mediation or arbitration programs or other available private ADR options as a mechanism for case settlement before trial.

ADR OPTIONS

1) CIVIL MEDIATION PROGRAM: The San Diego Superior Court has established a Civil Mediation Program to replace the Mediation Pilot Program established by Code of Civil procedure sections 1730 et seq. The Civil Mediation Program, in effect for cases filed on or after May 1, 2003 or upon stipulation, is designed to assist parties with the early resolution of their dispute. All general civil independent calendar cases, including construction defect, complex and eminent domain cases are eligible to participate in the program. Limited civil collection cases are not eligible at this time. San Diego Superior Court Local Rule 2.31, Division II addresses this program specifically. Mediation is a non-binding process in which a trained mediator 1) facilitates communication between disputants, and 2) assists parties in reaching a mutually acceptable resolution of all or part of their dispute. In this process, the mediator carefully explores not only the relevant evidence and law, but also the parties' underlying interests, needs and priorities. The mediator is not the decision-maker and will not resolve the dispute -- the parties do. Mediation is a flexible, informal and confidential process that is less stressful than a formalized trial. It can also save time and money, allow for greater client participation and allow for more flexibility in creating a resolution.

Assignment to Mediation, Cost and Timelines: Parties may stipulate to mediation at any time up to the CMC or may stipulate to mediation at the CMC. Mediator fees and expenses are split equally by the parties, unless otherwise agreed. Mediators on the court's approved panel have agreed to the court's payment schedule for court-referred mediation: \$150.00 per hour for each of the first two hours and their individual rate per hour thereafter. Parties may select any mediator, however, the court maintains a panel of court-approved mediators who have satisfied panel requirements and who must adhere to ethical standards. All court-approved mediator fees and other policies are listed in the Mediator Directory at each court location to assist parties with selection. **Discovery:** Parties do not need to conduct full discovery in the case before mediation is considered, utilized or referred. **Attendance at Mediation:** Trial counsel, parties and all persons with full authority to settle the case must personally attend the mediation, unless excused by the court for good cause.

2) JUDICIAL ARBITRATION: Judicial Arbitration is a binding or non-binding process where an arbitrator applies the law to the facts of the case and issues an award. The goal of judicial arbitration is to provide parties with an adjudication that is earlier, faster, less formal and less expensive than trial. The arbitrator's award may either become the judgment in the case if all parties accept or if no trial de novo is requested within the required time. Either party may reject the award and request a trial de novo before the assigned judge if the arbitration was non-binding. If a trial de novo is requested, the trial will usually be scheduled within a year of the filing date.

Assignment to Arbitration, Cost and Timelines: Parties may stipulate to binding or non-binding judicial arbitration or the judge may order the matter to arbitration at the case management conference, held approximately 150 days after filing, if a case is valued at under \$50,000 and is "at issue". The court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. In addition, if parties select an arbitrator from the court's panel, the court will pay the arbitrator's fees. Superior Court Local Rules Division II Chapter III and Code of Civil Procedure 1141 et seq. address this program specifically.

3) SETTLEMENT CONFERENCES: The goal of a settlement conference is to assist the parties in their efforts to negotiate a settlement of all or part of the dispute. Parties may, at any time, request a settlement conference before the judge assigned to their case; request another assigned judge or a pro tem to act as settlement officer; or may privately utilize the services of a retired judge. The court may also order a case to a mandatory settlement conference prior to trial before the court's assigned Settlement Conference judge.

4) OTHER VOLUNTARY ADR: Parties may voluntarily stipulate to private ADR options outside the court system including private binding arbitration, private early neutral evaluation or private judging at any time by completing the "Stipulation to Use Alternative Dispute Resolution Process" which is included in this ADR Package. Parties may also utilize mediation services offered by programs that are partially funded by the county's Dispute Resolution Programs Act. These services are available at no cost or on a sliding scale based on need. For a list of approved DRPA providers, please contact the County's DRPA program office at (619) 338-2797.

ADDITIONAL ADR INFORMATION: For more information about the Civil Mediation Program, please contact the Civil Mediation Department at (619) 515-8908. For more information about the Judicial Arbitration Program, please contact the Arbitration Office at (619) 531-3818. For more information about Settlement Conferences, please contact the Independent Calendar department to which your case is assigned. Please note that staff can only discuss ADR options and cannot give legal advice.



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
INDEPENDENT CALENDAR CLERK
325 S. Melrose
Vista, CA 92081

TO:
J SCOTT RUSSO (P)

FILE COPY

KVA INC

Plaintiff(s)

vs.

DAVOR RAOS

Defendant(s)

Case No.: GIN045000

NOTICE OF CASE ASSIGNMENT

Judge: MICHAEL B. ORFIELD

Department: 28

Phone: 760-806-6347

COMPLAINT FILED 06/15/05

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION 11, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

COMPLAINTS: Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document. (Rule 2.5)

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.) (Rule 2.6)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service. (Rule 2.7)

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING.

ALSO SEE THE ATTACHED NOTICE TO LITIGANTS.

CERTIFICATE OF SERVICE

I certify that I am not a party to the above-entitled case; on the date shown below, I served this notice on the parties shown by personally handing it to the attorney or their personal representative at VISTA California.

DATED: 06/15/05

BY: CLERK OF THE SUPERIOR COURT

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar number, and address): J. SCOTT RUSSO, ESQ. DUBIA, ERICKSON, TENERELLI & RUSSO, LLP 2 PARK PLAZA, STE. 300 IRVINE, CA 92614 S		FILED FOR COURT USE ONLY SAN DIEGO COUNTY DIVISION 05 JUN 23 PM 2:10 CLERK-SUPERIOR COURT SAN DIEGO COUNTY, CA	
TELEPHONE NO.: (949) 955-1177 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): PLAINTIFF KVA, INC.		COPY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 325 S. MELROSE DRIVE MAILING ADDRESS: SAME CITY AND ZIP CODE: VISTA, CALIFORNIA 92083 BRANCH NAME: VISTA REGIONAL CENTER			
PLAINTIFF/PETITIONER: KVA, INC., a Nevada corporation DEFENDANT/RESPONDENT: DAVOR RAOS, an individual; et al.		CASE NUMBER: GIN 045000	
PROOF OF SERVICE OF SUMMONS		Ref. No. or File No.:	

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☒ summons
 - b. ☒ complaint
 - c. ☐ Alternative Dispute Resolution (ADR) package
 - d. ☐ Civil Case Cover Sheet (served in complex cases only)
 - e. ☐ cross-complaint
 - f. ☒ other (specify documents): STIPULATION TO USE OF ALTERNATIVE DISPUTE RESOLUTION PROCESS; NOTICE OF CASE ASSIGNMENT; NOTICE TO LITIGANTS/ADR INFORMATION; CERTIFICATE OF ASSIGNMENT
3. a. Party served (specify name of party as shown on documents served): DAVOR RAOS, an individual

b. Person served: ☒ party in item 3a ☐ other (specify name and relationship to the party named in item 3a):
4. Address where the party was served: 2151 RIVIERA DRIVE, VISTA, CA 92804
5. I served the party (check proper box)
 - a. ☒ by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 06/18/05 (2) at (time): 8:00 AM
 - b. ☐ by substituted service. On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3b):
 - (1) ☐ (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
 - (5) ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: KVA, INC., a Nevada corporation	CASE NUMBER: GIN 045000
DEFENDANT/RESPONDENT: DAVOR RAOS, an individual; et al.	

- c. ☐ by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): _____ (2) from (city): _____
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (Attach completed *Notice and Acknowledgment of Receipt*.) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ by other means (specify means of service and authorizing code section): _____

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☒ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify): _____
- c. ☐ as occupant.
- d. ☐ On behalf of (specify): _____

under the following Code of Civil Procedure section:

- | | |
|--|---|
| <input type="checkbox"/> 416.10 (corporation)
<input type="checkbox"/> 416.20 (defunct corporation)
<input type="checkbox"/> 416.30 (joint stock company/association)
<input type="checkbox"/> 416.40 (association or partnership)
<input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.95 (business organization, form unknown)
<input type="checkbox"/> 416.60 (minor)
<input type="checkbox"/> 416.70 (ward or conservatee)
<input type="checkbox"/> 416.90 (authorized person)
<input type="checkbox"/> 415.46 (occupant)
<input type="checkbox"/> other: _____ |
|--|---|

7. Person who served papers

- a. Name: JACK YOUNG
- b. Address: ASAP CORPORATE SERVICE 18011 SKYPARK CIRCLE, STE. L&M, IRVINE, CA 92614
- c. Telephone number: (949) 851-2727
- d. The fee for service was: \$ 105.00
- e. I am:
- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☒ registered California process server:
- (i) ☐ owner ☐ employee ☒ independent contractor.
- (ii) Registration No.: PSC 809
- (iii) County: SAN DIEGO

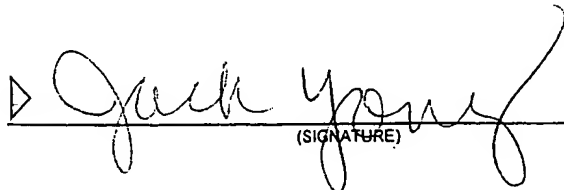
8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

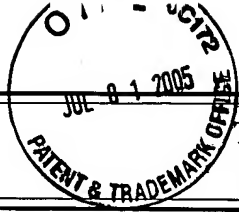
or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: 06/19/05

JACK YOUNG
(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)


 (SIGNATURE)



JC04 Rec'd PCT/PTO 01 JUL

TRANSMITTAL LETTER
(General - Patent Pending)Docket No.
816-P-2-USA

In Re Application Of: Edward J. McCrink; Davor Raos

Application No.	Filing Date	Examiner	Customer No.	Group Art Unit	Confirmation No.
10/519,910	Dec. 30, 2004				

Title: SEAM WELDED AIR HARDENABLE STEEL TUBING

COMMISSIONER FOR PATENTS:

Transmitted herewith is:

Submission of Complaint Filed in State Court; copy of Complaint

in the above identified application.

- ☒ No additional fee is required.
- ☐ A check in the amount of _____ is attached.
- ☐ The Director is hereby authorized to charge and credit Deposit Account No. _____ as described below.
- ☐ Charge the amount of _____
- ☐ Credit any overpayment.
- ☐ Charge any additional fee required.
- ☐ Payment by credit card. Form PTO-2038 is attached.


WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.
SignatureDavid G. Duckworth
DRUMMOND & DUCKWORTH
4590 MacArthur Blvd., Suite 500
Newport Beach, CA 92660

Dated: July 1, 2005

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the "Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450" [37 CFR 1.8(a)] on

July 1, 2005

(Date)


Signature of Person Mailing Correspondence

Lynne J. Craig

Typed or Printed Name of Person Mailing Correspondence

CC:

CERTIFICATE OF MAILING BY "EXPRESS MAIL" (37 CFR 1.10)

Applicant(s): Edward J. McCrink; Davor Raos

Docket No.

816-P-2-USA

Application No.

10/519,910

Filing Date

Dec. 30, 2004

Examiner

Customer No.

Group Art Unit

Invention: SEAM WELDED AIR HARDENABLE STEEL TUBING



I hereby certify that the following correspondence:

Transmittal letter; Submission of Complaint Filed in State Court,

(Identify type of correspondence)

is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on

July 1, 2005

(Date)

Lynne J. Craig

(Typed or Printed Name of Person Mailing Correspondence)

(Signature of Person Mailing Correspondence)

EV 512639029 US

("Express Mail" Mailing Label Number)

Note: Each paper must have its own certificate of mailing.

CERTIFICATE OF MAILING BY "EXPRESS MAIL" (37 CFR 1.10)

Applicant(s): Edward J. McCrink, Davor Raos

Docket No.

816-P-2-USA

Application No.

10/519,910

Filing Date

Dec. 30, 2004

Examiner

Customer No.

Group Art Unit

Invention: SEAM WELDED AIR HARDENABLE STEEL TUBING

I hereby certify that the following correspondence:

Change of Correspondence Address,

(Identify type of correspondence)

is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on

July 1, 2005*(Date)*Lynne J. Craig*(Typed or Printed Name of Person Mailing Correspondence)*
*(Signature of Person Mailing Correspondence)*EV 512639029 US*("Express Mail" Mailing Label Number)***Note: Each paper must have its own certificate of mailing.**